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*Attorneys for Plaintiff and
Counterclaim-Defendant Moog Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MOOG INC.,

Plaintiff,

v

SKYRYSE, INC., ROBERT ALIN
PILKINGTON, MISOOK KIM, and
DOES NOS. 1-50,
Defendants.

CASE NO. 2:22-cv-09094-GW-MAR

**SUPPLEMENTAL FILING RE
JOINT STIPULATION RE:
DEFENDANTS' MOTION TO
OVERRULE MOOG'S
OBJECTION TO SKYRYSE'S
DISCLOSURE OF**

1 SKYRYSE, INC.,
 2 Counterclaimant,
 3 v
 4 MOOG INC.,
 5 Counterclaim-Defendant.

**CONFIDENTIAL
 INFORMATION TO VINCENT
 SOCCI**

**REDACTED VERSION OF
 DOCUMENT PROPOSED TO BE
 FILED UNDER SEAL**

Discovery Cut-Off: April 12, 2024
 Pre-Trial Conference: August 12,
 2024
 Trial: August 27, 2024

Hearing: June 28, 2023
 Time: 11:00 a.m.
 Judge: Hon. Margo A. Rocconi
 Location: Courtroom 790, 7th Floor

12 Pursuant to Magistrate Judge Rocconi's request during today's hearing to pro-
 13 vide exemplars of agreements that its engineering employees and contractors signed
 14 when working for Moog since the parties have not been able to locate the exact
 15 agreements executed by Vincent Socci, Moog submits the following four agree-
 16 ments. Based on Moog's due diligence, these four types of agreements were in use
 17 by Moog at the time Mr. Socci worked for Moog as a contractor from 2005-2009.

18 Ex. A is sample Technical Services Agreement Moog used with contractors
 19 working for Moog circa 2007. Section 6B states "[REDACTED]

20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]." Section 10A states
 24 that "[REDACTED]
 25 [REDACTED]
 26 [REDACTED]."

1 Ex. B is Moog's External User Statement of Responsibilities referenced in
2 Section 4 of Ex. A. Section 2.5 states: "[REDACTED]"
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]."

7 Ex. C is a sample NDA referenced in Section 2.11 of Ex. B. Section 4 states
8 "[REDACTED]"
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]. While Section 6 explains that the NDA lasts for 10 years, it also states
12 that all "[REDACTED]" and
13 "[REDACTED]"
14 [REDACTED]."

15 Ex. D is a sample of Moog's Form of Employee Nondisclosure and Intellec-
16 tual Property Assignment Agreement circa 2009. Section 1.2 states: "[REDACTED]"
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]. Section 10, Sur-
23 vival, states that Sections 1-5 of the Agreement shall "[REDACTED]"
24 [REDACTED]
25 [REDACTED]."

1 Dated: June 28, 2023

Respectfully submitted,

2 **SHEPPARD, MULLIN, RICHTER**
3 **& HAMPTON LLP**

4 By /s/ Kazim A. Naqvi

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